

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 16	
1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-04-P-1289			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2004AUG23		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4		
6. ISSUED BY TACOM WARREN AMSTA-AQ-ABGD PAUL VESELENAK (586)574-7632 WARREN, MICHIGAN 48397-5000 EMAIL: VESELENP@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA PHOENIX TWO RENAISSANCE SQUARE 40 N. CENTRAL AVENUE, SUITE 400 PHOENIX, AZ 85004-4424 SCD: C PAS: NONE ADP PT: HQ0339				8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR OPTOMECH DESIGN COMPANY 3911 SINGER NE ALBUQUERQUE, NM. 87109-5841 NAME AND ADDRESS TYPE BUSINESS: Other Small Business Performing in U.S.			CODE OBMS8		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381	
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE X			THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: </div>											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Research and Development Contracts				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA MICHAEL L. CIONI /SIGNED/ CIONIM@TACOM.ARMY.MIL (586)574-7070 BY: CONTRACTING/ORDERING OFFICER							25. TOTAL \$49,951.50		26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						34. CHECK NUMBER		35. BILL OF LADING NO.			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	
40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		43. RECEIVED BY (Print)		44. DATE RECEIVED (YYYYMMDD)		45. RECEIVED BY (Print)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1289 MOD/AMD	Page 2 of 16
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Name of Offeror or Contractor: OPTOMECH DESIGN COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: PHASE I SBIR - LENS PROCESS SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the tasks specified in the Section C Scope of Work.</p> <p>(End of narrative B001)</p>				
0001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: INTERIM PROGRESS REPORT PRON: R342C325R3 PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</p> <p>Supplies/Services in support of the Interim Progress Report, in accordance with Data Item A001, Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F</p> <p>\$ 24,975.75</p>				\$ 24,975.75
0001AB	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: SCIENTIFIC & TECHNICAL REPORT PRON: R342C325R3 PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</p> <p>Supplies/Services in support of the Scientific & Technical Report in accordance with Data Item A002, Exhibit A.</p> <p>(End of narrative B001)</p>				\$ 24,975.75

Name of Offeror or Contractor: OPTOMEC DESIGN COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination				
	<u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 0010SEE SECTION F \$24,975.75				

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 4 of 16
	PIIN/SIIN W56HZV-04-P-1289	MOD/AMD	

Name of Offeror or Contractor: OPTOMEC DESIGN COMPANY

B-1 TYPE OF CONTRACT

This contract is awarded as a Firm Fixed Price Contract under the Small Business Innovation Research (SBIR) to take the place of the Phase I option which was originally incorporated under Optomec's Phase I SBIR Contract DAAE07-02-C-L017.

B-2 PAYMENT

Payment will be made in accordance with the Section G provision entitled "Payment".

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor: OPTOMECH DESIGN COMPANY

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

C.1.1 The contractor, acting as an independent contractor and not as an agent of the government, shall provide the personnel, facilities, materials, and services necessary to perform the tasks listed in this Scope of Work.

C.2 TASKS

C.2.1 Review RP Process

The contractor shall review the results from building the standard benchmark process under their Phase I Small Business Innovation Research (SBIR) Contract DAAE07-02-C-L017 with a focus on improving the Rapid Prototyping (RP) selection process.

C.2.2 Develop Improvement Plan for LENS(TM) Process

The contractor shall identify what deficiencies may exist with the Laser Engineered Net Shaping (LENS(TM)) process and identify which areas, if improved, will provide the most significant gains in capabilities. One specific area that will be investigated by the contractor under this task will be the area of electrical efficiency and utility requirements for the LENS(TM) process.

C.2.3 Develop and Perform Scoping Experiments

The contractor shall develop and perform a series of experiments to establish baseline process conditions with the goal to increase the material deposition rate to 12 cubic inches per hour using 4140 steel using a fiber laser system. This work will include fabricating the test specimens using a broad range of test parameters, performing metallographic analysis on those samples such that processing conditions can be identified where fully dense materials are achieved and performing mechanical testing of those specimens. The results of this work will be documented.

C.2.4 Improve Software for 3-Dimensional Part Fabrication

The contractor shall improve software capabilities and establish a timeline for achieving full 3-dimensional part fabrication capabilities.

C.3 DELIVERABLES

C.3.1 Interim Progress & Status Report

The contractor shall provide an Interim Progress & Status Report to the government by 60 days after award of the contract, in accordance with SubCLIN 0001AA and Data Item A001, Exhibit A. This Interim Progress & Status Report shall document the progress made to date under the contract including a description of what tasks in the scope of work have been completed and any significant findings, issues, and problems which have been encountered.

C.3.2 Scientific & Technical Report

The contractor shall provide a Scientific & Technical Report to the government by 120 days after award of this contract, in accordance with SubCLIN 0001AB and Data Item A002, Exhibit A. The Scientific & Technical Report will describe the results of the research conducted under this contract including the results of the work conducted under the specific tasks listed in this Section C Scope of Work including any significant problems, issues, and findings.

*** END OF NARRATIVE C 001 ***

INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 16
	PIIN/SIIN W56HZV-04-P-1289	MOD/AMD	
Name of Offeror or Contractor: OPTOMEC DESIGN COMPANY			

3	52.246-4031	ACCEPTANCE POINT: DESTINATION (TACOM)	AUG/1994
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The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

DELIVERIES OR PERFORMANCE

4	52.242-15	STOP-WORK ORDER	AUG/1989
5	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
6	52.247-34	F.O.B. DESTINATION	NOV/1991

F-1 DATA

All data deliverables under this contract shall be delivered electronically, FOB Destination, to the addressees and email addresses specified in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

F-2 DELIVERABLES

F.2.1 The contractor shall submit a Interim Progress & Status Report under SubCLIN 0001AA in Section B by 60 days after the award of the contract, in accordance with Data Item A001, Exhibit A.

F.2.2 The contractor shall submit a final Scientific & Technical Report under SubCLIN 0001AB by 120 days after award of the contract, in accordance with Data Item A002, Exhibit A.

F-3 PERIOD OF PERFORMANCE

All work required under the contract will be completed by 120 days after contract award.

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1289 MOD/AMD	Page 7 of 16
Name of Offeror or Contractor: OPTOMEC DESIGN COMPANY		

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG ACRN STAT	ACCOUNTING CLASSIFICATION				JOB ORDER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	R342C325R3	AA 1	21	42040000046N6N7EP665502255Y	S20113		42C325	W56HZV \$	24,975.75
	665502M4055								
0001AB	R342C325R3	AA 1	21	42040000046N6N7EP665502255Y	S20113		42C325	W56HZV \$	24,975.75
	665502M4055								
								TOTAL \$	49,951.50

SERVICE	NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING	OBLIGATED
Army	AA	21	42040000046N6N7EP665502255Y S20113	W56HZV \$	49,951.50
				TOTAL \$	49,951.50

7

52.242-4016
(TACOM)

COMMUNICATIONS

MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name:

Mr. Todd A. Richman

U.S. Army Tank Command

ATTN: AMSRD-TAR-D, MS 255

Warren, MI 48397-5000

e-mail: richmant@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO:

Mr. William A. Bennecke

DCMA Phoenix (Albuquerque Office)

8601 F Avenue

Bldg. 20203-B

Kirtland AFB, NM 87117-5517

Phone:

(505) 853-0129

e-mail:

Bill.Bennecke@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

8

252.201-7000

CONTRACTING OFFICER'S REPRESENTATIVE

DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1289 MOD/AMD	Page 8 of 16
Name of Offeror or Contractor: OPTOMECH DESIGN COMPANY		

9

52.227-4004

RELEASE OF INFORMATION

OCT/2003

(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

G-1

PAYMENT

Payments under this contract will be made to the contractor in accordance with SubCLINs 0001AA and 0001AB, established in Section B of the contract. Contingent upon receipt and acceptance by the government of the required report for each of these three individual SubCLINs payment is established as follows:

- a.

Payment for SubCLIN 0001AA in the amount of \$24,975.75 is contingent upon the receipt and acceptance of the Interim progress & Status Report by the government, with that report due by 60 days after award of the contract.
- b.

Payment for SubCLIN 0001AB in the amount of \$24,975.75 is contingent upon the receipt and acceptance by the government of the final Scientific & Technical Report by the government, with that final report due by 120 days after award of the contract.

*** END OF NARRATIVE G 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 16
	PIIN/SIIN W56HZV-04-P-1289	MOD/AMD	
Name of Offeror or Contractor: OPTOMEC DESIGN COMPANY			

SPECIAL CONTRACT REQUIREMENTS

10	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
11	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
12	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
13	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
14	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
15	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
16	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
17	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
18	252.246-7001	WARRANTY OF DATA	DEC/1991
19	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

20	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1289 MOD/AMD	Page 10 of 16
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Name of Offeror or Contractor: OPTOMECH DESIGN COMPANY

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

21	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

CONTRACT CLAUSES

22	52.202-1	DEFINITIONS	JUL/2004
23	52.203-3	GRATUITIES	APR/1984
24	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
25	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
26	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
27	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
28	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
29	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
30	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
31	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
32	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
33	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
34	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
35	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
36	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
37	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
38	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
39	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 11 of 16
	PIIN/SIIN W56HZV-04-P-1289	MOD/AMD	

Name of Offeror or Contractor: OPTOMECH DESIGN COMPANY

40	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
41	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
42	52.222-26	EQUAL OPPORTUNITY	APR/2002
43	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
44	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
45	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
46	52.223-6	DRUG FREE WORKPLACE	MAY/2001
47	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
48	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
49	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
50	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
51	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
52	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
53	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
54	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
55	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
56	52.232-11	EXTRAS	APR/1984
57	52.232-17	INTEREST	JUN/1996
58	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
59	52.232-25	PROMPT PAYMENT	OCT/2003
60	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
61	52.233-1	DISPUTES	JUL/2002
62	52.233-3	PROTEST AFTER AWARD	AUG/1996
63	52.242-13	BANKRUPTCY	JUL/1995
64	52.243-1	CHANGES--FIXED-PRICE (ALTERNATE V (APR 1984))	AUG/1987
65	52.243-7	NOTIFICATION OF CHANGES	APR/1984
66	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
67	52.246-23	LIMITATION OF LIABILITY	FEB/1997
68	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
69	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
70	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
71	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
72	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
73	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
74	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
75	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
76	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
77	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
78	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
79	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
80	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
81	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
82	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
83	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
84	252.235-7010	ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER	MAY/1995
85	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
86	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
87	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
88	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
89	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is

Name of Offeror or Contractor: OPTOMECH DESIGN COMPANY

indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

90 252.204-7004 ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

- (2) The Contractor's CAGE code is in the CCR database; and

- (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

91	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA
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MAY/2002

(a) Definitions. As used in this clause--

- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1289 MOD/AMD	Page 13 of 16
Name of Offeror or Contractor: OPTOMECH DESIGN COMPANY		

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-P-1289 MOD/AMD</p>	<p style="text-align: center;">Page 14 of 16</p>
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Name of Offeror or Contractor: OPTOMECH DESIGN COMPANY

20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	QUANTITY	TOTAL
DESCRIPTION	LINE ITEMS		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

92 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1289 MOD/AMD	Page 15 of 16
Name of Offeror or Contractor: OPTOMEC DESIGN COMPANY		

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

- (1) In all subcontracts hereunder, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommmerical items; or
 - (ii) Commercial items that-

- (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1289 MOD/AMD	Page 16 of 16
Name of Offeror or Contractor: OPTOMEC DESIGN COMPANY		

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA ITEM REQUIREMENT LIST (DD FORM 1423)	01-AUG-2004	004	

CONTRACT DATA ITEM REQUIREMENT LIST (DD FORM 1423)

A. CONTRACT LINE ITEM NO.: 0001
B. EXHIBIT: A
C. CATEGORY: Reporting
D. SYSTEM ITEM: Benchmark Part for the LENS Process
E. SOLICITATION NO.: N/A
F. CONTRACTOR: Optomec Design Company

1. DATA ITEM: A001
2. TITLE OF DATA ITEM: Interim Progress Report
3. SUBTITLE: Phase I Progress Report
4. AUTHORITY: DI-MGMT-80227(T)
5. CONTRACT REFERENCE: C.3.1, SubCLIN 0001AA
6. REQUIRING OFFICE: AMSRD-TAR-D
7. DD 250 REQUIRED: Yes
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUBMISSION: See Block 16
13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16

14. DISTRIBUTION:

A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
COR: Mr. Todd Richman, email: richmant@tacom.army.mil			1
Contract Specialist: Mr. Paul Veselenak, email: veselenp@tacom.army.mil			1
	15. TOTAL:		2

16. REMARKS:

A. The contractor shall submit an Interim Progress & Status Report 60 days after award of the contract, in accordance with Provision C.3.1. The Interim Progress Report shall include a description of the progress made to date on the contract including a description of the work performed under the tasks listed in the Section C Scope of Work including any significant issues, findings and problems which have been encountered.

B. The contractor shall complete the Interim Progress & Status Report in accordance with Data Item Description (DID) DI-MGMT-80227(T) "Contractors Progress, Status, and Management Report". The COR is responsible for accepting or rejecting the Interim Progress Report. See DID-MGMT-80227, at the following Internet address, for instructions for completing the required report.

<http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

C. The contractor shall prepare the Interim Progress & Status Report in the contractor's format and submit the reports in any of the following formats:

(1) Files readable using Microsoft 97 Office Products (TACOM can't currently read Office 97 or lower): Word, Excel, Powerpoint, or Access. Spreadsheets may be sent in a file format that includes all formulae, macro, and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be sent to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format please email the COR, with an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COR not later than ten calendar days before the draft report's due date. All alternate report methods must be at no cost to the government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

D. Acceptable media. The contractor shall submit the Interim Progress Report via email. If email is not workable, other acceptable media include include 100 or 250 megabyte zip-disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.

(1) Email: Maximum size of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple email messages if necessary. However, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 megabyte Zip-Disk, 3 1/2 inch disk or 650 megabyte CD-ROM via U.S. Mail or other carrier, delivered to the COR at the COR's mailing address listed in the Section G "Communication" clause. The contractor shall label all submitted disks and CD-ROMs with the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via email and also 100 megabyte Zip-Disk.

-
17. PRICE GROUP: N/A
18. TOTAL AMOUNT: (see SubCLIN 0001AA in Section B)
-

1. DATA ITEM: A002
2. TITLE OF DATA ITEM: Scientific & Technical Report
3. SUBTITLE: Final Report
4. AUTHORITY: DI-MGMT-80711A(T)
5. CONTRACT REFERENCE: C.3.2, SubCLIN 0001AB
6. REQUIRING OFFICE: AMSRD-TAR-D
7. DD 250 REQUIRED: YES
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUBMISSION: See Block 16
13. DATE OF SUBSEQUENT SUBMISSION: See Block 16
-

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COR: Mr. Todd Richman, TACOM, email: richmant@tacom.army.mil			1
Contract Specialist: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil			1
	15. TOTAL:		2

16. REMARKS:

A. The contractor shall submit a Scientific & Technical Report, with the completed SF 298 form, to the addressees listed in Block 14 above by 120 days after contract award. This "Scientific and Technical Report" will describe the results of the research conducted under this contract including the results of the work performed under the specific tasks listed in the Section C Scope of Work, including any significant problems, issues, findings, and recommendations.

B. Instructions for Completing the Scientific & Technical Report. Complete the "Scientific & Technical Report" in accordance with DID DI-MISC 80711A(T) "Scientific and Technical Reports". The COR is responsible for accepting or rejecting this report and for submitting the "Scientific & Technical Report" to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the Internet address listed below, for completing the required report (Note Tailoring: Insert tailoring instructions, if any)

<http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4>

You may download the SF 298 form from the following Internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download the basic instructions for completing the SF 298 form from the following Internet address:

http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form that apply when submitting reports under the SBIR Program:

For each unclassified report the contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- a. Approved for public release; distribution unlimited.
- b. Distribution authorized to U.S. Government agencies only, contains proprietary information.

NOTE: After reviewing the contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence: "Report developed under SBIR contract for topic (insert topic number)." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DoD) will be publishing the abstract it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report".

C. Prepare the report in the contractor's format. Submit the report using any of the following electronic formats:

(1) Files readable using these Microsoft 97 Office Products (TACOM can currently read Office 97 and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro, and format information. Print image is not acceptable. Executable files are not acceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format please email the COR with an email copy furnished to: amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the government. All alternate methods must be at no cost to the government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

D. Acceptable Media: The contractor shall submit reports via email. If email is not workable other acceptable media include 100 or 250 megabyte disk, 3 1/2 inch disk, 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.

(1) Email: Maximum size of each email message shall be three and a half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple email messages if necessary. However, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 Megabyte Zip Disk, 3 1/2 inch disk, or 650 megabyte CD-ROM via U.S> Mail or other carrier. The contractor shall label all submitted disks with the contract number, the contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transform each report. For instance, do not submit a report via email and 100 megabyte Zip-Disk.